National Labor Relations Board

Weekly Summary of NLRB Cases

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CASES SUMMARIZED
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Air 2, LLC (12-CA-21946-1, et al., 12-RC-8721; 341 NLRB No. 23) Miami, FL Jan. 30, 2004. Chairman Battista and Member Schaumber, with Member Liebman concurring, found that the Respondent violated Section 8(a)(1) of the Act by promising an apprenticeship program to employees in an effort to dissuade them from voting for Electrical Workers IBEW Local 222, ordering employees to remove union insignia from their flight helmets, interrogating employees about how they voted in the election, implicitly threatening to lay off or discharge employees if they voted for the Union, threatening to assault a union organizer in the presence of employees, and telling employees that the Company's pilots would refuse to fly with union linemen. [HTML] [PDF]

Regarding the representation case, Chairman Battista and Member Schaumber approved the judge's recommendations that the Union's election objections be sustained to the extent they are coextensive with the violations found; that the election be set aside; that the challenge to the ballot of Tracy Blackwell be sustained; that the ballot of Marty Lyons remain closed and uncounted; that the ballot of Jeff Laslovich be opened and counted; and the appropriate certification be issued. In the event that the revised tally shows a majority of the valid votes counted was against unionization, then a new election be conducted based on the Union's objections. The tally of ballots showed 3 votes were for and 2 against, the Union, with 3 determinative challenged ballots.

In her concurring opinion, Member Liebman noted that she agreed with her colleagues except that she found it unnecessary to resolve the challenge to Blackwell's ballot to decide the representation case. Because Laslovich testified that he voted for the Union, she would count his ballot first and if he did, in fact, vote for the Union, the ballot count would be 4 in favor and 2 against and Blackwell's ballot would no longer be determinative.

(Chairman Battista and Members Liebman and Schaumber participated.)

Charges filed by Electrical Workers IBEW Local 222; complaint alleged violation of Section 8(a)(1). Hearing at Miami, Dec. 16-20, 2002. Adm. Law Judge Raymond P. Green issued his decision April 28, 2003.

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AT Systems West, Inc. (formerly known as Armored Transport, Inc.) (31-CA-24906; 341 NLRB No. 12) Sacramento, CA Jan. 30, 2004. The Board reversed the administrative law judge's dismissal of the complaint and held that the Respondent violated Section 8(a)(5), (2) and (1) of the Act by withdrawing recognition from Security, Police and Fire Professionals Local 100 (the Union) in March 2000 and entering into a collective-bargaining agreement with the Sacramento Employees Association in April 2000; and Section 8(a)(1) by threatening an employee with unspecified reprisals for speaking favorably about the Union. [HTML] [PDF]

The Board found in an earlier decision, 339 NLRB No. 50 (2003), which issued after the judge's decision in this case, that the Respondent, by its "Don't Blame Us" letters with attached contract proposals sent to employees in March through June 1999, engaged in unlawful direct dealing because the proposals had not previously been shared with the Union. The Board also found that the Respondent unlawfully solicited decertification and interfered with internal union

processes. In July 1999, the Respondent implemented a new wage scale for the Sacramento unit employees. The Union filed a charge over the unilateral change. In December 1999, the Union and the Respondent entered into an informal Board settlement agreement.

In this proceeding, Members Liebman and Walsh found that the Respondent's withdrawal of recognition was unlawful because 1) there was a nexus between the employees' disaffection with the Union and the Respondent's unremedied unfair labor practices; and 2) the Respondent withdrew recognition at a time when it was obligated to bargain with the Union for a reasonable period following the settlement agreement.

Chairman Battista, concurring in part and dissenting in part, agreed that the Respondent was not privileged to withdraw recognition from the Union because it did not bargain with the Union for a reasonable period of time following the settlement. Contrary to his colleagues, the Chairman agreed with the judge that the General Counsel has not established a causal nexus between the Respondent's "Don't Blame Us" letters and the employees' disaffection from the Union.

(Chairman Battista and Members Liebman and Walsh participated.)

Charges filed by Security, Police and Fire Professionals Local 100; complaint alleged violation of Section 8(a)(1), (2), and (5). Hearing at Los Angeles, June 11-13, 2001. Adm. Law Judge Gerald A. Wacknov issued his decision Sept. 28, 2001.

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CCC Group, Inc. (12-CA-21800; 341 NLRB No. 15) Bartow, FL Jan. 30, 2004. The administrative law judge found, with Board approval, that the Respondent violated Section 8(a)(3) and (1) of the Act by refusing to consider for hire and refusing to hire applicant Michael Kell because he joined, supported, and assisted Operating Engineers Local 925. [HTML] [PDF]

(Members Liebman, Schaumber, and Walsh participated.)

Charge filed by Operating Engineers Local 925; complaint alleged violation of Section 8(a)(1) and (3). Hearing at Tampa, Feb. 24-25, 2003. Adm. Law judge John H. West issued his decision May 7, 2003.

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Double Eagle Hotel & Casino (27-CA-17816-2, 18048-1; 341 NLRB No. 17) Cripple Creek, CO Jan. 30, 2004. The Board upheld the administrative law judge's findings that the Respondent unlawfully maintained and enforced an overbroad oral policy that prohibited its employees from discussing their tips or the Respondent's tip distribution policy anywhere on the Respondent's property; threatened employees with discharge, suspension, arrest, or other reprisals should they

engage in union or other concerted activities, including handbilling on the public sidewalk; removed union literature from the employees' lunchroom; and discharged Betty Ingerling and suspended Carol Marthaler and Barbara McCoy. [HTML] [PDF]

Chairman Battista, in agreeing that the discipline of Ingerling, Marthaler, and McCoy violated Section 8(a)(3), said that consistent with former Hurtgen's concurring position in *Saia Motor Freight Line*, 333 NLRB 784, 785-786 (2002), he would not find that all discipline imposed pursuant to an overboard rule is necessarily unlawful. He pointed out although the Respondent here had a lawful basis for prohibiting employees from discussing tips on the gaming room floor, its discipline was based on their discussion of tips and not on the locus where the discussion occurred.

The complaint also alleges that several rules in the Respondent's employee handbook violate the Act. The Board adopted pro forma the judge's finding of a violation with respect to a section of the Respondent's employee handbook that prohibited employees from "provid[ing] information about the company to the media.

Contrary to the judge, Members Liebman and Walsh found a violation with respect to another section of the "Communication" rule and sections of the "Confidential Information" rule and "Customer Service" rule for these reasons. The Respondent's Customer Service rule bars discussion in places outside the gaming area, such as for example restrooms, public bars and restaurants, sidewalks, and parking lots. The Confidential Information rule, which on its face and on threat of discipline expressly prohibits the discussion of wages and other terms and conditions of employment, plainly infringes upon Section 7 rights in violation of Section 8(a)(1). The Communications Rule specifically references the unlawful confidentially rule and, thus, employees seeking to understand its prohibition against "communica[ion] of any confidential or sensitive information concerning the Company any employees to any non-employee" with the Respondent's approval, must consider also the fact that confidential information is defined in terms of wages and working conditions.

Chairman Battista would not find the sections of the Respondent's handbook rules entitled "Confidential Information" and "Communication" are unlawful. He emphasized that the General Counsel does not contend that the rules were used or applied in an unlawful way, but rather that the rules are unlawful on their face. The Chairman wrote: "I agree that a rule that clearly proscribes Section 7 activity can be condemned on its face. However, the instant rules are not of that character."

(Chairman Battista and Members Liebman and Walsh participated.)

Charges filed by Electrical Workers IBEW Local 113; complaint alleged violation of Section 8(a)(1). Hearing at Colorado Springs, Nov. 13-14, 2002. Adm. Law Judge James L. Rose issued his decision March 3, 2003.

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Electrical Workers IBEW Local 16 (ACCL Enterprises) (25-CB-8630; 341 NLRB No. 8) Evansville, IN Jan. 27, 2004. The Board affirmed the administrative law judge's finding that the Respondent violated Section 8(b)(1)(A) of the Act by failing and refusing to refer Darvin Collins to a job covered by a collective-bargaining agreement with no union-security clause, because of his arrearage in union dues, and by telling him that he would not be referred to such a job unless he paid the arrearage. [HTML] [PDF]

The Board held, in agreement with the judge, that the express contractual language in the Toyota Agreement (an agreement between Toyota Mfg. and Koester Contracting Corp. and other contractors performing work at Toyota's Gibson County plant) mandated the conclusion that the parties did not adopt the union-security clause of the NECA Agreement (an agreement between the Respondent and the Southern Indiana Chapter, N.E.C.A. Inc.). Therefore, the contractual language mandated a conclusion that electrician jobs at the project were not subject to any union-security provision.

The judge dismissed, with Board approval, the allegation that the Respondent failed to provide Collins, a member of Respondent for over 30 years and also Respondent's former business manager, with adequate information regarding his arrearage.

(Chairman Battista and Members Schaumber and Walsh participated.)

Charge filed by Darvin Collins, an Individual; complaint alleged violation of Section 8(b)(1)(A). Hearing at Evansville on Sept. 4, 2003. Adm. Law Judge Ira Sandron issued his decision Oct. 29, 2003.

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First Student, Inc. (34-CA-10286; 341 NLRB No. 19) Bristol, CT Jan. 30, 2004. Chairman Battista and Member Schaumber, with Member Liebman concurring, affirmed the administrative law judge's finding that the Respondent violated Section 8(a)(1) of the Act by orally and in writing threatening employees with loss of wage increases and other benefits if they selected Service Employees Local 760 as their collective-bargaining representative and by threatening to withhold regularly scheduled wage increases during collective bargaining. [HTML] [PDF]

Finding merit in the Respondent's exceptions, the Board reversed the judge's finding that the Respondent violated the Act by distributing written materials to employees which encouraged them to report the union activities of other employees. The issue was whether the statement in document #3, requesting employees to inform the Respondent "[i]f anyone confronts you and tries to force you or intimidate you to support the Union," and/or the statement in document #4 encouraging employees to come to the Respondent "should [they] have any questions or concerns about what is going on with this union organizing attempt," were unlawful. The judge found that they were.

The Board, in reviewing document #3 wrote: "In our view . . . the directive at issue is not unlawful. Rather, we find that the request to report conduct that consists of both confrontation and compulsion or confrontation and intimidation is no more than a request to report threatening conduct, which . . . the Board has found lawful." With respect to document #4, the Board wrote that the statement at issue did not request, express or implied, that employees report to the Respondent the identity of pro-union employees and that the document, in relevant part, merely invites the reader to discuss with management any questions or concerns about the union's organizational effort.

In her concurrence, Member Liebman, with respect to document 3, compared *Bloomington-Normal Seating Co*., 339 NLRB No. 30, slip op. at 1 fn. 2 (2003) (finding violation where employer asked employees to report if they were "threatened or harassed about signing a union card") and *Niblock Excavating, Inc*., 337 NLRB 53, 61 (2001) (finding violation where employer letter asked employees to tell foreman "[i]f you feel threatened or harassed").

(Chairman Battista and Members Liebman and Schaumber participated.)

Charge filed by Civil Service Employees Local 760; complaint alleged violation of Section 8(a)(1). Hearing at Hartford on April 10, 2003. Adm. Law Judge Margaret M. Kern issued her decision July 15, 2003.

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Garden Manor Farms, Inc. (2-RC-22692; 341 NLRB No. 24) Bronx, NY Jan. 30, 2004. Pursuant to a petition filed by the Petitioner, Food & Commercial Workers Local 342, the Regional Director issued a Decision and Direction of Election. The Employer filed a request for review of the Decision and the Petitioner filed a response to the Employer's request. By letter dated December 24, 2003, the Petitioner requested withdrawal of the petition. Having duly considered the matter, Members Liebman and Walsh granted the Petitioner's request and advised that they would not address the issues raised by the dissent in light of the withdrawal of the petition. [HTML] [PDF]

In dissent, Member Schaumber noted the Regional Director found that the collective-bargaining agreement between the Employer and the Intervenor, Warehouse and Production Employees Local 210, did not bar the petition filed by the Petitioner because the Intervenor disclaimed interest in representing the unit. Member Schaumber said that the Employer's request for review had been duly considered by the Board and raised a significant legal issue disclosing, in his view, a disarray in Board law compounded by the Board's decision in *VFL Technology Corp.*, 332 NLRB 1443 (2000). Member Schaumber advised that he wrote separately to address the disclaimer issue and focus on the Board's case law in this area.

The Intervenor made its disclaimer following settlement of "article XX" proceedings between itself and Petitioner (article XX of the AFL-CIO constitution provides a mechanism for AFL-CIO affiliates to resolve their representational disputes). Citing *VFL Technology*, Member Schaumber wrote:

> [T]he Board gave effect to a union disclaimer resulting from an article XX proceeding. In so holding, however, the *VFL Technology* Board directly contradicted *Mack Trucks, Inc*., 209 NLRB 1003 (1974). In the appropriate case, I would overrule *VFL Technology* and return to *Mack Trucks*.

Member Schaumber asserted "Where a disclaimer results from a union-union agreement, permitting that disclaimer to supersede a bar-quality contract disrupts contractual stability without any countervailing benefit to employee free choice."

(Members Liebman, Schaumber, and Walsh participated.)

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Kentucky Fried Chicken, Caribbean Holdings, Inc. (24-CA-8475, 8584; 341 NLRB No. 13) St. Croix, U.S. Virgin Islands Jan. 30, 2004. Members Liebman and Walsh affirmed the administrative law's finding that the Respondent, in speeches delivered to the employees at each of its stores in September 1999, violated Section 8(a)(1) of the Act by soliciting employees to withdraw their support for Virgin Islands Workers Union. In agreement with the judge, they found that the speeches additionally violated Section 8(a)(1) because they contained statements implying that the Union was not necessary for employees to receive a wage increase and that the Union was to blame because employees did not receive a wage increase. [HTML] [PDF]

Members Liebman and Walsh also agreed with the judge that the Respondent violated Section 8(a)(5) by withdrawing recognition from the Union on the basis of statements of employee disaffection submitted to the Respondent following the September speeches and by failing to bargain with the Union over the reassignment of delivery duties previously assigned to employee Kennedy Caines. Citing *Caterair International*, 322 NLRB 64 (1996), they agreed with the judge that an affirmative bargaining order is warranted to remedy the Respondent's unlawful refusal to bargain with the Union.

Member Schaumber, concurring in part and dissenting in part, agreed that the September speeches considered as a whole unlawfully solicited employees to withdraw their support for the Union and that the Respondent's subsequent withdrawal of recognition was unlawful, but he disagreed with the judge's additional findings of independent Section 8(a)(1) violations based on the speeches. He noted that the complaint alleged only that the Respondent's speeches violated Section 8(a)(1) by soliciting employees to withdraw their support from the Union and that "there is no need to parse the speeches in this manner to identify possible additional violations that would be largely redundant of the Section 8(a)(1) violation alleged and found."

Member Schaumber disagrees with the view expressed in *Caterair International*, and relied on by his colleagues, that an affirmative bargaining order is "the traditional, appropriate remedy for an 8(a)(5) violation." Instead, he agrees with the District of Columbia Court of Appeals that an affirmative bargaining order is an "extreme remedy." *Vincent Plastics v. NLRB*, 209 F.3d 727, 738 (2000). As the majority has applied that D.C. Circuit's analysis, Member Schaumber joined his colleagues' finding that, under the circumstances of this case, an affirmative bargaining order is justified.

(Members Liebman, Schaumber, and Walsh participated.)\

Charges filed by Virgin Islands Workers Union, HEREIU; complaint alleged violation of Section 8(a)(1) and (5). Hearing at St. Croix, Aug. 24-25, 2000. Adm . Law Judge C. Richard Miserendino issued his decision May 4, 2001.

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Korellis Roofing, Inc. (13-CA-40945; 341 NLRB No. 5) Hammond, IN Jan. 27, 2004. The Board adopted the administrative law judge's finding that the Respondent violated Section 8(a)(3) and (1) of the Act by discharging Charles E. Dixon because the Respondent believed he filed a grievance and assisted Roofers Local 26. The judge rejected the Respondent's various asserted justifications such as it was downsizing and Dixon's moonlighting activity and concluded that the Respondent failed to meet its burden of establishing it would have discharged Dixon even in the absence of any protected conduct on his part. [HTML] [PDF]

(Chairman Battista and Members Liebman and Schaumber participated.)

Charge filed by Charles E. Dixon, an Individual; complaint alleged violation of Section 8(a)(1) and (3). Hearing at Chicago, Sept. 23 and 24, 2003. Adm. Law Judge William N. Cates issued his bench decision Oct. 28, 2003.

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LTD Ceramics, Inc. (32-CA-17605-1, et al.; 341 NLRB No. 14) Newark, CA Jan. 30, 2004. The Board reversed the administrative law judge's dismissal of the complaint allegations that the Respondent violated Section 8(a)(5) and (1) of the Act by unilaterally implementing a new attendance policy but affirmed the judge's dismissal of the allegation that the Respondent failed to provide Machinists District Lodge 190, Local Lodge 1584 with relevant bargaining information. Among others, the General Counsel and the Union excepted to the judge's failure to make explicit findings of fact and conclusions of law with respect to the Section 8(a)(5) and (1) allegations. [HTML] [PDF]

Chairman Battista and Member Schaumber found that the attendance policy violation did not affect the legitimacy of the Respondent's subsequent withdrawal of recognition from the Union and agreed with the judge that the Respondent's withdrawal of recognition and subsequent refusal to bargain were not unlawful.

Concurring and dissenting in part, Member Walsh found that the Respondent's unremedied unfair labor practice tainted the signatures on the decertification petition and that the Respondent's withdrawal of recognition from the Union in reliance on the tainted petition violated Section 8(a)(5) and (1). He found that the Respondent also violated the Act by its admitted subsequent unilateral changes in unit employee's terms and conditions of employment that the Respondent has admitted pertained to mandatory subjects of bargaining and that the Respondent had an obligation to bargain with the Union. Member Walsh would remand the case to the judge to make findings of fact, conclusions of law, and recommended disposition of presently unresolved allegations after the Respondent withdrew recognition.

(Chairman Battista and Members Schaumber and Walsh participated.)

Charges filed by Machinists District Lodge 190, Local Lodge 1584; complaint alleged violation of Section 8(a)(1) and (5). Hearing at Oakland on various dates between Aug. 1 and Nov. 21, 2000. Adm. Law Judge Frederick C. Herzog issued his decision April 24, 2001.

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MSK Corp.—Main Event Food Service (3-CA-22915; 341 NLRB No. 11) Solvay, NY Jan. 30, 2004. The Board adopted the administrative law judge's finding that Respondent violated Section 8(a)(5) and (1) of the Act by refusing to recognize and bargain with Service Employees Local 4 and Section 8(a)(1) by coercively interrogating employees regarding their support for the Union. It decided that an affirmative bargaining order is warranted. [HTML] [PDF]

The Respondent, a successor employer, argued that it had a good-faith doubt of the Union's majority status. The Board held that the Respondent's refusal to recognize the Union was based on the systematic one-on-one interrogations of employees concerning their union sentiments and that this evidence of employees' dissatisfaction with the Union was tainted.

(Chairman Battista and Members Liebman and Walsh participated.)

Charge filed by Service Employees Local 4; complaint alleged violation of Section 8(a)(1) and (5). Hearing at Buffalo on October 24, 2001. Adm. Law Judge Howard Edelman issued his decision February 14, 2002.

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Norton Healthcare, Inc. d/b/a Norton Audubon Hospital (9-CA-36909, 37091; 341 NLRB No. 20) Louisville, KY Jan. 30, 2004. The Board adopted the administrative law judge's findings that the Respondent violated Section 8(a)(3) and (1) of the Act by terminating Elizabeth Jane Gentry on July 12, 1999, and reporting her to the Kentucky Board of Nursing (KBN) on July 13, 1999. [HTML] [PDF]

In exceptions, the General Counsel contended that the judge's recommended remedy and Order failed to include any reference to the Respondent's having unlawfully reported Gentry to the KBN and failed to require that the Respondent reimburse Gentry, with interest, for expenses which she may have incurred while defending herself before the KBN. In accord with the General Counsel, the Board modified the judge's recommended Order and issued a new notice reflecting the modifications.

(Members Liebman, Schaumber, and Walsh participated.)

Charges filed by Nurses Professional Organization; complaint alleged violation of Section 8(a)(1) and (3). Hearing at Louisville, Sept. 30 through Oct. 4, 2002. Adm. Law Judge Arthur J. Amchan issued his decision Dec. 9, 2002.

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Smucker Co. (4-CA-28672; 341 NLRB No. 10) Smoketown, PA Jan. 30, 2004. The administrative law judge found, and the Board agreed, that the Respondent violated Section 8(a)(3) and (1) of the Act by failing to hire and consider for hire union representatives Timothy Browne, Fred Cosenza, and Wayne Miller because of their union affiliation. [HTML] [PDF]

Although finding a violation, the judge denied Browne, Cosenza, and Miller instatement and full backpay because it became clear by the second day of the hearing that they had cheated on the Respondent's pre-employment skills test. The Board affirmed the judge's ruling that backpay would continue only until November 16, 2000, when the Respondent's human resources manager, Todd Montgomery, testified about the tests. As set forth in *John Juneo, Inc*., 298 NLRB 856, 857 fn. 7 (1990), the Board concluded that the Respondent did "establish that the discriminatee's conduct would have provided grounds for termination based on a preexisting lawfully applied company policy."

(Chairman Battista and Members Liebman and Schaumber participated.)

Charge filed by Electrical Workers IBEW Local 98; complaint alleged violation of Section 8(a)(1) and (3). Hearing at Philadelphia, Nov. 15-16, 2000. Adm. Law Judge Benjamin Schlesinger issued his decision Jan. 17, 2001.

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U Save Foods d/b/a Sun Mart Foods (27-RC-8188; 341 NLRB No. 22) Sterling, CO Jan. 30, 2004. Chairman Battista and Member Walsh agreed with the hearing officer that the Employer engaged in objectionable conduct by timing the announcement of its decision to remodel its Sun Mart grocery store in order to influence the employees' choice in the election. Accordingly, they sustained the Petitioner's (UFCW Local 7) Objection 4 and affirmed the hearing officer's recommendation to set aside the election and direct a second election. There were no exceptions filed to the hearing officer's recommendation to overrule the Petitioner's Objections 2 and 3. The tally of ballots showed 16 votes for and 19 against, the Petitioner, with 3 challenged ballots, a number insufficient to affect the results of the election. [HTML] [PDF]

Dissenting, Member Schaumber disagreed with the hearing officer's finding that the announcement of the remodeling at the employee meetings constituted objectionable conduct that warranted setting aside the election. In his view, since the announcement contained no express or implied promise of benefit, the Employer's right to make the announcement is protected by the principles underlying Section 8(c) of the Act and therefore, not objectionable. He would overrule the Petitioner's Objection 4 and certify the results of the election.

(Chairman Battista and Members Schaumber and Walsh participated.)

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Media General Operations, Inc. d/b/a Winston-Salem Journal (11-CA-19339; 341 NLRB No. 18) Winston-Salem, NC Jan. 30, 2004. Members Liebman and Walsh reversed the administrative law judge and found that the Respondent violated Section 8(a)(1) of the Act by threatening John W. Mankins with discipline and Section 8(a)(3) and (1) by suspending and discharging Mankins. They found merit in the General Counsel's argument that Mankins was engaged in protected concerted activity when he protested about the unfair treatment by a supervisor. [HTML] [PDF]

Dissenting in part, Chairman Battista agreed with his colleagues that by threatening Mankins with discipline and suspending him for engaging in protected activity, the Respondent violated the Act. However, contrary to his colleagues, Chairman Battista agreed with the judge that Mankins lost the protection of the Act for his outburst in the Quiet Room and was lawfully discharged for insubordination.

(Chairman Battista and Members Liebman and Walsh participated.)

Charge filed by John W. Mankins, an Individual; complaint alleged violation of Section 8(a)(1) and (3). Hearing at Winston-Salem, Aug. 19 and 20, 2002. Adm. Law Judge George Carson II issued his decision Oct. 9, 2002.

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LIST OF DECISIONS OF ADMINISTRATIVE LAW JUDGES

Easter Seals Connecticut, Inc. (Auto Workers [UAW] Local 376) Meriden, CT January 26, 2004. 34-CA-10401, 10469; JD(NY)-03-04, Judge Howarld Edelman.

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NO ANSWER TO COMPLAINT

(In the following cases, the Board granted the General Counsel's motion for summary judgment based on the Respondent's failure to file an answer to the complaint.)

Fabricating Engineers, Inc. (Auto Workers [UAW] Local 708) (7-CA-46433; 341 NLRB No. 6) Davisburg and Flint, MI January 26, 2004. [HTML] [PDF]

Bookbinder's Seafood House, Inc. (Hotel Employees and Restaurant Employees Local 274) (4-CA-30900, et al.; 341 NLRB No. 7) Philadelphia, PA January 26, 2004. [HTML] [PDF]

Coal Rush Mining, Inc. (Mine Workers District 17, Local 7604) (9-CA-40385; 341 NLRB No. 9) Oceana, WV January 30, 2004. [HTML] [PDF]

Pemco Die Casting Corp. (Allied-Industrial, Chemical Energy Workers Local 6-2547) (7-CA-46497; 341 NLRB No. 16) Bridgman, MI January 30, 2004. [HTML] [PDF]

The Accurate Binding Co. Inc. (Baltimore Newspaper Graphic Communications Union 31-N) (5-CA-31367; 341 NLRB No. 21) Baltimore, MD January 30, 2004. [HTML] [PDF]

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